COVER LETTER

Eva Erickson

5421 Pearl Ave. S.E.

Auburn, Washington 98082

Telephone: (206) 255-6324

Email: shelley206erickson@outlook.com

February 13, 2023

Attorney **[NON PARTY] Email Justin.balser@troutman.com**

Attorney Justin D. Balser; WSBA #56577 ; Counsel for Nationstar Mortgage LLC dba Mr. Cooper ; **c/of Troutman pepper** ; 5 Park Plaza, Suite 1400; Irvine, CA 92614

ROBERT MCDONNEL VIA USPS PRIORITY MAIL Non Party

MCCARTHY & HOLTHUS, LLP

108 First Ave. South, Suite 300

Seattle, Washington 98104

RE: **APPEALEES REPLY IN OPPOSITION TO APPEALANTS QLS AND NATIONSTAR MORTGAGE LLC dba Mr. Cooper ALLEGED " LAWYERS" . EVA MOTIONS TO STRIKE THE RESPONSE BRIEF AND TO RELINGUISH JURISDICTION OF APPEALANTS IN SUPPORT OF EVA'S OPENING BRIEF AND OF EVA'S APPEAL OF SUPERIOR COURT 21-2-08685-5**

Dear Attorney Robert McDonnell and Justin Balser :

Enclosed please find the Erickson' Reply in Opposiiton to Appealnts Response Brief served on you by USPS Priority Mail as set forth on the Certificate of Service.

Thank you for your attention to this matter.

Eva Erickson

2/27/23

CASE NO. 570441

IN THE WASHINGTON COURT OF APPEALS FOR THE NINTH CIRCUIT DIVISION II OF THE STATE OF WASHINGTON

Eva Marie Erickson's Respondent ProSe Persona Appealee/ Petitioner

V

JEFF STENMAN , AND QUALITY LOAN SERVICING CORP OF WASHINGTON, ET EL, [NON PARTY'S] NATIONSTAR MORTGAGE LLC DBA MR. COOPER & CATRINA WOOFORD APPEALANTS/Respondant's

---

APPEALEES REPLY IN OPPOSITION TO APPEALANTS QLS AND NATIONSTAR MORTGAGE LLC dba Mr. Cooper ALLEGED " LAWYERS" . EVA MOTIONS TO STRIKE THE RESPONSE BRIEF AND TO RELINGUISH JURISDICTION OF APPEALANTS IN SUPPORT OF EVA'S OPENING BRIEF AND OF EVA'S APPEAL OF SUPERIOR COURT 21-2-08685-5

EVA MARIE ERICKSON PRO PRIA PERSONA PETITIONER

5421 PEARL AVE S.E.Auburn, WA 98092

Telephone 206-712-4566/email shelleystotalbodyworks@comcast.net

TABLE OF CONTENTS

AUTHOURITIES

RCW'S

WASHINGTON COURTS

WASHINGTON SUPREME COURT

Washington BK Court

Out of State courts

iii

OUT OF STATE BK COURTS

OUT OF STATE SUPREME COURTS

US. SUPREME COURT

OUT OF STATE APPEALS COURT

10

ARGUMENT:

STANDING; Eva Erickson is not attempting to enforce the PSA. I Eva inherited an unenforceable mortgage that is a nullity at its inception and have a legal sovereign citizen right to protect my land records and land, that must be quiet titled. A Note that has never been filed with the court. I Eva have standing due to the case law I post in this reply. And am motioning for this court to strike the appealant's briefs and to relinquish their jurisdiction.

REMEDIES FOR FRAUD

Remedies for material misrepresentation or fraud include all remedies available under this Article for non-fraudulent breach. Neither rescission or a claim for rescission of the contract for sale nor rejection or return of the goods shall bar or be deemed inconsistent with a claim for damages or other remedy.

This arises because there is no debt and there is no alleged debt owed to the claimant lawyers with fictious parties. It doesn't matter if someone "missed" a

scheduled payment if the payment is not due to the party claiming the default. In such circumstances the "default" does not legally exist and the claim to seek remedies also does not exist.

There is valid questions about the existence, ownership and authority over the alleged debt that I do not owe these parties nor their lawyers that are in contempt of court,. The trial court ruled without jurisdiction ***that the opposing attorney is unable or unwilling to produce corroboration of the existence of the loan account. NO account and NO Note!***

This is injury to Eva's land records and her property the loss of her land and the slander of her land records, now wrongfully seized and trespassed upon..

"1. Did the Appellate Court correctly conclude that the named defendant's challenge to the plaintiff's standing to prosecute this action, and, thus, the trial court's subject matter jurisdiction to adjudicate the matter, represented an improper

collateral attack on one or more of the earlier judgments rendered by the trial court in favor of the plaintiff? [ANSWER IS NO!]

"2. If the answer to the first certified question is 'no,' should the judgment of the Appellate Court be affirmed on the alternative ground that the trial court properly had denied the named defendant's motion to open, in which the named defendant claimed that the trial court lacked subject matter jurisdiction." THE ANSWER IS NO!

"3. Koppler v. Bugge, 11 P.2d 236 (Wash. 1932) gives Eva the credible standing and right MANDATED ["DUTY".] TO DEMAND THE NOTE AND TO HAVE IT AUTHENTICATED.

"4. **US v. LEE, 106 U.S. 196 (1882) is long standing case law giving Eva Standing as a sovereign citizen to protect my land records and property rights.** If they or the trust in fact exist it has never been party to this litigation nor to the non judicial wrongful foreclosure and seizure of my property and land with fraudulent land records. Eva has evidenced he trust does not exist. Eva has evidenced the two fraudulent void contracts, the Note and the Deed of Trust are in fictious party's names, which make the contracts unenforceable therefore Void at

the inception of the contracts. There is no alleged debt due any claimant! Eva a sovereign land owner owns the property with no enforceable lien on it at no fault of Eva, but due to illegal contracts by fictious party's and a con game by the financial criminals.

'5.) Are **Lawyers permitted to MAKE UP claims and file lawsuits or other processes to seek a remedy?**

"6. In Re Jacobson **402 B.R. 359 (2009): Eva evidenced** Nationstar initiated the wrongful foreclosure in the emails from Robert McDonald.

'7.) **QUESTION: "was a loan account created when we closed the transaction?" The Answer is NO!** No employee or officer of US Bank, is authorized to give such a statement. In fact, they are prohibited from doing so since that would subject the person and the corporation to criminal charges of perjury. It would be perjury if such an officer executed such a document w since it is NEVER the case that those banks (allegedly acting "as trustee) maintains or owns any unpaid loan account.

The sale of Eva's property was initiated by the wrong entity Nationstarr Mortgage LLC, that cannot appear for the real party of interest and cannot enforce a foreclosure and sell at auction in their own name in their own right.

Fact is neither US Bank NA Trustees nor Nationstar Mortgage LLC DBA (a fictious person Mr. Cooper who is not registered to be doing business in Washington State), NOR is MERS party to Eva's land records nor mortgage nor have they appeared in court establishing they are party to this false claim by fictious counselors whom have established no standing or jurisdiction for fictious party's with no standing for fictious contracts WITH FRAUD WITHIN THE FOUR CORNERS OF THE CONTRACTS, nullifying both the Note and the DOT, that are by Washington law null and void, whom have never appeared in the TRIAL court nor in this motion. Only the attorneys making **INADMISSIBLE** motions, BY THEIR OWN PENS, declarations, affidavits and claims without the appearance of their alleged clients appearing in affidavit or declaration, have wrongfully appeared in hearsay. "false claimants falsely claimed solely by the attorneys employed by the law firms whom have never represented a real party of

interest with standing.

Lawyers ONLY appeared and hearsay evidence was by the lawyers pen only,

NEVER THE ALLEGED FICTIOUS CLAIMANTS nor any party of interest With standing nor defendants named by me Eva ever appeared because they would be committing perjury! The lawyers skirting around their false claims and lack of jurisdiction and standing, by falsely claiming Eva has no standing, when long standing case law gives Eva the standing to demands Eva challenge has credibility to authenticate the land records, the Note and documents to be authenticated or it be at her peril.

QLS and Nationstar Mortgage LLC DBA Mr. Cooper a fictious person are not the parties of interest of Eva's sovereign land records. See In Re Jacobson, 402 B.R. 359 (Bankr. W.D. Wash. 2009). Neither claimants Nationstar Mortgage LLC dba

Mr. Cooper with a history of falsely foreclosing on homeowners, and sanctions for doing so, nor US Bank Trustee's for a non existing trust GSAA 2006-1, whom clearly state in their letter to Ryan they are not the beneficiary, have submitted no admissible evidence to establish authority to act for whomever holds the note.

Additionally, No authenticated Note has ever been filed with the court! That deficiency puts its standing in question. No real party of interest with standing has moved this court to order a Sheriff's Sale nor established authority allow a bid nor to author a Deed of Sale to any person.

The trial court nor the sheriffs office, officers of the government, have no authority or jurisdiction to take Eva's property nor any entity claiming to be of service to this government including officers of the court have no authority or jurisdiction to seize and trespass on Eva's sovereign property that was a modification breach. Eva's sovereign land records are protected by executive branch of government.

Eva has standing and is the only party of interest in this case and in this court. SEE US v. LEE, 106 U.S. 196 (1882) that gives Eva a sovereign citizen, the sole rights Of standing to challenge land records and parties of interest and the authority of any entity engaging in a fraudulent act seizing and trespassing on her property and slandering her land records or stealing her property via a breached modification scheme.

US v. LEE, 106 U.S. 196 (1882): Under our system the people, who are there called subjects, are the sovereign. Their rights, whether collective or individual, are not bound to give way to a sentiment of loyalty to the person of the monarch. The citizen here knows no person, however near to those in power, or however powerful himself, to whom he need yield the rights which the law secures to him when it is well administered. When he, in one of the courts of competent jurisdiction, has established his right to property, [106 U.S. 196, 209] there is no reason why deference to any person, natural or artificial, not even the United States, should prevent him from using the eans which the law gives him for the protection and enforcement of that right.

US v. LEE, 106 U.S. 196 (1882)

When an action does not need to involve the United States as a defendant or a necessary party, the principle of sovereign immunity should not be invoked to deny plaintiffs the judicial enforcement of their rights.

Under our system the people, who are there called subjects, are the sovereign. Their rights, whether collective or individual, are not bound to give way to a sentiment of loyalty to the person of the monarch. The citizen here knows no person, however near to those in power, or however powerful himself, to whom he need yield the rights which the law secures to him when it is well administered. When he, in one of the courts of competent jurisdiction, has established his right to property, [106 U.S. 196, 209] there is no reason why deference to any person, natural or artificial, not even the United States, should prevent him from using the means which the law gives him for the protection and enforcement of that right.

[The judicial courts have no authority to rule judgments against homeowners.]

Koppler v Bugge, 11 P.2d 236 (Wash. 1932) gives EVA standing to credibly challenge the alleged Note and to authenticate it and to challenges who or

what is the real party in interest on defendants side of the "v." and what citizenship does that party hold?. Not yet proven by claimants and are questions that must be answered before any further proceedings or decisions are proper.") , EVA request this *Court to Order the parties to submit a joint certification as to their citizenship so the Court could assess whether diversity amongst the parties existed. And proof America's Whole Lender existed at the time of this mortgage which is NO! And proof MERS is a beneficiary to this contract! Which is a NO! AND TO SHOW CAUSE! There is NONE!*

See case:Dakota Asset Servs. v. Nixon, Civil No. 19-16126 (NLH/JS), at *1 (D.N.J. Sep. 22, 2020) ("This matter comes before the Court on motion of Plaintiff, self-identified as "Dakota Asset Services LLC, as attorney-in-fact for U.S. Bank National Association, not in its individual capacity, but solely as trustee for the RMAC Trust, Series 2016-CTT" ("Plaintiff")")

Dakota Asset Servs. v. Nixon, Civil No. 19-16126 (NLH/JS), at *2 (D.N.J. Sep. 22, 2020) ("This case is remarkable less for its underlying substantive dispute and more for its procedural nuances. At the heart of the Court's current inquiry into the predicate issue of its jurisdiction are these two seemingly simple questions: **Who or what is the real party in interest on Plaintiff's side of the "v." and what**

citizenship does that party hold. Despite its best efforts, the Court has not had those simple questions answered, questions that must be answered before any further proceedings or decisions were proper.")

NO proof of value or consideration has been given to the trial court to established standing of fictious Appealant's.

VT Supreme Court Asserts Value Must be Given and No Security Interest Attached to the Presumed Account!

This dispute is governed by Article 9 of the Vermont UCC, which covers secured transactions. Article 9 provides that a creditor has a secured interest in collateral when the interest attaches, meaning "when it becomes enforceable against the debtor with respect to the collateral." 9A V.S.A. § 9-203(a). ***In general, a security interest becomes enforceable against the debtor when "value has been given," "the debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party," and one of four specified evidentiary conditions is satisfied. Id. § 9-203(b). "These minimal prerequisites lessen the probability of future misunderstandings, prevent collusion and misrepresentation and provide***

information to third parties who may be bound by the existence of a security interest." Finley v. Williams,142 Vt. 153, 155, 453 A.2d 85, 86 (1982). [e.s.]

Berkshire Bank v. Kelly, 2023 Vt. 2, 9 (Vt. 2023) ("Because defendant's *Merrill Lynch account was never within plaintiff's control, it did not fall within the description of collateral contained in the parties' pledge agreement,* **and no security interest ever attached to the account**. The civil division therefore correctly granted summary judgment in favor of defendant.")[e.s.]

So that is three Supreme Court decisions so far. Faking the security interest, the collateral, or the interest in the described collateral is not a substitute for an enforceable lien — equitable or legal.

Wherein the fictious claimants have entered the lending marketplace without being a lender or creating a loan account, much less transferring it. This court must not give fictious non party foreclosure claimants free houses for profiteering and unjust enrichment.

PA Supremes Hold that Aiding and Abetting a Fraud is a Separate Recognizable Tort Claim

Marion v. Bryn Mawr Tr. Co., 72 MAP 2021, at *28 (Pa. Jan. 19, 2023)

We hold Pennsylvania law recognizes the tort of aiding and abetting fraud, and the scienter requirement for this cause of action is actual knowledge of the underlying fraud. Consequently, the decision of the Superior Court is affirmed in part and reversed in part. The case is remanded to the trial court for a new trial consistent with this opinion. Jurisdiction is relinquished.

- There is also an extensive discussion of the elements of fraud that must be in the pleading and the proof.

- The named defendant's petition for certification to appeal from the Appellate Court, 202 Conn. App. 540, 246 A.3d 4(AC 40959), is granted, limited to the following issues:
- "1. Did the Appellate Court correctly conclude that the named defendant's challenge to the plaintiff's standing to prosecute this action, and, thus, the trial court's subject matter jurisdiction to adjudicate the matter, represented an improper collateral attack on one or more of the earlier judgments rendered by the trial court in favor of the plaintiff? [ANSWER WAS NO, THE LOWER APPELALTE COURT WAS WRONG. THE EFFECT IS

BINDING ON ALL CONNECTICIUT COURTS AND PERSUASIVE ON ALL OTHER COURTS]

- "2. If the answer to the first certified question is 'no,' should the judgment of the Appellate Court be affirmed on the alternative ground that the trial court properly had denied the named defendant's motion to open, in which the named defendant claimed that the trial court lacked subject matter jurisdiction." [ANSWER WAS NO, APPELLATE COURT DID NOT CORRECTLY CONCLUDE THAT THE HOMEOWNER'S ATTEMPT TO REOPEN THE CASE SHOULD HAVE BEEN SUMMARILY DENIED]
- *Bank of New York Mellon v. Tope*, 339 Conn. 901 (Conn. 2021) The trial court concluded that Defendant's motion to open constituted a collateral attack on an earlier judgment. Defendant appealed, arguing that Plaintiff lacked standing to pursue foreclosure, and thus, the trial court lacked jurisdiction over the action. The appellate court disagreed, concluding that Defendant's motion to open constituted an impermissible collateral attack on the foreclosure judgment. The Supreme Court reversed and remanded the case, holding that the appellate court (1) erroneously concluded that Defendant's motion to open was a collateral attack because, at the time Defendant filed his motion to open, the trial court had jurisdiction to open

the judgment under Neb. Rev. Stat. 52-212a; and (2) this Court rejects the alternative ground that the trial court properly denied Defendant's motion to open in which he claimed that the trial court lacked subject matter jurisdiction. So, as you can see, the tide is turning, not only in the state of Connecticut, but across the country. Judges are beginning to consider an even inquire as to the reason for so many anomalies in the switching of names of servicers, claimants and attorneys.

- This case stands for the proposition that **standing is standing**. Did the court have jurisdiction, or it does not. If the court has no jurisdiction, anything it does, with the case is void ab initio. No court can arrogate jurisdiction onto itself. This is only done by statute. No interpretation of statute can create jurisdiction.
- This case stands in direct contradiction to thousands of cases across the country.
- In one form or another, courts have been bending over backward to find for the named claimant, as represented by counsel of record, regardless of the absence of any facts or evidence that corroborate the position taken when the lawyer initiates a foreclosure action.
- This has resulted in millions of windfalls, each worth an average of $300,000. People think that the Madoff scandal was the largest economic

crime in history. Viewed from the perspective of false claims of securitization (sale of an unpaid loan account), the Madoff scandal, even in gross amount, was worth less than 1% of the gross amount of what was taken in by Wall Street banks.

BANK OF NEW YORK MELLON v. Tope, Conn: Supreme Court Dec 20, 2022.

Garcia v Wells Fargo Case supporting Eva Ericksons defense of a modification breach. **2023 › Garcia et al v Wells Fargo Bank, N.A. Filing 155:** it applies to allegations of "unfair" acts and practices as well.Phila. Indem. Ins. Co. v. Chi. Title Ins. Co., 771 F.3d 391, 402 (7th Cir. 2014).

APPEALANTS LACK OF STANDING

Appealant's have refused to produce the alleged Note without a judges court order, **and no security interest ever attached to the account AND NO ACCOUNTING OF AN ALLEGED DEBT DUE NOR CLAIMS OF A**

VALUE PAID. Example of LSF9 and McCarthy and Holthus going down in flames, **as** being Third parties seeking to enforce a promissory note underlying a mortgage failing to establish standing by "prov[ing] both physical possession *and* the right to enforcement through either a proper indorsement or a transfer by negotiation, was NOT established, in violation of CPA and DTA deceptive and unfair business practices.

Standing is established when the party pursuing foreclosure can "demonstrate that it had the right to enforce the note and the right to foreclose the mortgage at the time the foreclosure suit was filed." *PNC Mortg. v. Romero*, 2016-NMCA-064, ¶ 19, 377 P.3d 461 (alteration, internal quotation marks, and citation omitted). Third parties seeking to enforce a promissory note underlying a mortgage establish standing by "prov[ing] both physical possession *and* the right to enforcement through either a proper indorsement or a transfer by negotiation." *Bank of N.Y. v. Romero*, 2014-NMSC-007, ¶ 21, 320 P.3d 1.

LSF9 Master Participation Tr. v. Dickinson, No. A-1-CA-37364, at *4-5 (N.M. Ct. App. Feb. 8, 2022) ("If, at the time a lawsuit is filed, the plaintiff

produces a note indorsed in blank, the plaintiff is "***entitled to a presumption*** that it could enforce the note at the time of filing and thereby establish standing." *Johnston*, 2016-NMSC-013, ¶ 25.")[e.s.]

Trust maintains that the documentary and testimonial evidence offered, in the aggregate, established "constructive possession of the note" on the date the complaint was filed. But our review of the record established that testimony was offered concerning the absence of documentary evidence showing the note's physical location on the complaint's filing date. Specifically, Fannie Mae's testifying agent admitted that none of the exhibits about which she had testified addressed the note's physical location at the time of filing. Therefore, viewing the facts in the light most favorable to the decision below we cannot hold that the district court erred by concluding that Fannie Mae failed to demonstrate standing, as we are satisfied that its finding that Fannie Mae did not show physical possession of the note on the date the complaint was filed is supported by substantial evidence.

Non party to Eva's mortgage , are Nationstars LLC dba Mr. Cooper's and QLS and McCarthy & Holthus via unfounded non established lawyer (by their pens

only) and not an employee of Nationstar arguments and affidavits are inadmissible hearsay, without any evidence of a ledger of the alleged creditor, who must come to court and affirm that it is the owner of the obligation due from the homeowner and who can produce the ledger to show the entries creating the unpaid loan account. Whom has never appeared in court.

Immigrant Residential LLC v. Pinti, No. 21-1330 (1st Cir. 2022); At is on appeal in this dispute that stretched over more than a decade and implicated several lawsuits was whether the district court abused its discretion in denying Appellants' motion for discovery under Fed. R. Civ. P. 56(d) and then granting summary judgment against them. The First Circuit answered the question in the affirmative, holding that the district court abused its discretion in denying Appellants' Rule 56(d) motion in its totality. The Court remanded this case for further proceedings.

The trial court nor any judiciary has no authority to seize my property for any reason and give it to anyone because of our sovereign rights protecting my land and land records. The executive branch has the duty to protect our property rights and our land records that have been destroyed slandered and trashed by fraud and

fabricated false assignments by the appealees and their fictious claimants with fraudulent land records and Void contracts with fictious parties,.

ILLEGAL CONTRACTS ARE ALWAYS VOID IN WASHINGTON STATE: The Washington State Court of Appeals, Division II, recently reaffirmed the longstanding legal principal that a contract which is illegal is void—that is, the contract is null from the beginning and unenforceable by either party. The referenced case is *Bankston v. Pierce County*, Cause No. 42850-4-II, decided May 21, 2013. 2013 Wash App. LEXIS 1228.

In *Bankston*, a purported contractor won a public works contract using a fictitious entity. The court later found the contract between the contractor and Pierce County illegal and void because the contract was obtained without following the competitive bidding laws and guidelines.

Some more common examples used to illustrate why illegal contracts are unenforceable involve contracts for illegal drug sales or the hiring a hitman. The law does not allow courts to be used to enforce contracts based on illegal actions.

However, not all illegal contracts are easy to identify. For example, contracts that conflict with statutory requirements (such as the competitive bidding requirements at issue in *Bankston*) are illegal, and **contracts that violate public policy** (contracts that restrain trade or contracts that indemnify intentional wrongdoers) are also illegal.

From the WA AG Amicus for Bain: It is a classic CPA violation for a business to make statements that confuse the public as to their identity, affiliation, authority or status. In41 MERS must take this position to avoid being licensed and regulated as a mortgage lender or servicer, RCW 31.04.015(7), (26) and 31.04.035; see also, Nebraska Dept. of Banking and Finance, 704 N.W.2d at 787 (MERS has no right to the Note or its payments). 15 particular, it is deceptive to claim some authority to take a legal act when one does not have that authority. 42 It is also deceptive to conceal the true party to a transaction, 43 and, it is deceptive to conceal material information that a business is bound to disclose. 44 The DTA clearly requires that MERS disclose the actual note holder in the Notice of Default, RCW 61.24.030(8)(1). MERS contends that it does not conceal the identity of the true note holder. MERS Selkowitz Response, at n. 118.

However, its explanation is not convincing. MERS does not state straightforwardly that it discloses the identity of the note holder in the forms required by the Deed of

Trust Act. Instead, it says it runs an Internet website that identifies "1 00% of loan servicers", and that "97% of

the ... MERS System members disclose their investor identity." MERS does not claim, and cannot claim, that a servicer is the same as a note 42 Stephens, 138 Wn. App. at 177 (deceptive to mischaracterize the legal status of a debt); 16 holder. **Loan servicers** are rarely the note holder. 45 It is unclear what MERS means when it says that 97% of its members disclose their investor identity or whether this is the same as saying 97% of its loans disclose the current owner of the note. Whatever is meant by these statements, it is not equivalent to having a public record of who owns the loan and how they received that interest, as was available before the advent of MERS. Fictious parties are not on MERS list of members! MERS' failure to accurately reveal the note holders and the chain of transfers remains one its most important legal failings and is the subject of several state Attorney General actions. 46

RCW 62A.2-721

THIS IS A CASE OF MORTGAGE FRAUD! AND MODIFICATION FRAUD! SERVICING FRAUD AND LITIGATION FRAUD. RESULTING IN HARM, INJURY, LOSS AND DAMAGE TO EVA ERICKSON.

AND ABUSE OF DISCRETION BY THE TRIAL COURT AND BLATANT DISREGARD FOR THE FACTS AND FOR DUE PROCESS FOR EVA. FICTIOUS LITIGATORS AND FICTIOUS CLAIMANS ENGAGED IN A PONZI SCHEME BIGGER THAN MADOFF, ENRON FTX AND PONZI PUT TOGETHER. INJURING SOVEREIGN LAND OWNERS IN THE MILLIONS IN WASHINGTON AND ACROSS THE NATION EFFECTING THE PUBLIC INTEREST IN AN EGREGIOUS THEFT OF OUR LAND OUR LAND RECORDS AND PROPERTY RIGHTS.

Under the common law, fraud is generally defined as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act. This inducement upon which the other person relies on results in injury or damage. Simply put, it is an intentional misrepresentation that was properly relied upon by the plaintiff and caused the plaintiff damages.

Today, fraud is generally defined by the state legislature and courts, along with the rest of the criminal penalties. As a result, it can encompass many things from:

- Identity theft and related crimes
- Forgery
- mortgage fraud
- securities and investment fraud

Fraud is considered a white collar crime, and typically involves outright deception, breach of trust, and lies. Fraud can be either a misdemeanor or felony. In some circumstances (ie. investment fraud) it involves not lies, but the failure to disclose information. Because the definition of fraud has undergone change throughout the centuries, courts have always been careful to avoid defining fraud through a too rigid definition that would allow fraudulent practices to be without a remedy.

Fraud in Washington State

The Revised Code of Washington's "Fraud Statute" (Chapter 9a.60) explicitly covers: forgery, obtaining a signature by deception or duress, criminal impersonation in the 1st and second degree, false certification.

60.**Forgery** (RCW 9A.60.020)

You may be charged with forgery if you falsely complete or alter a written instrument or possess, offer, or dispose of a written instrument that you know is forged. A written instrument encompasses any paper document with an access device, token, stamp, seal, badge, trademark, or other evidence or symbol of value, right, privilege, or identification. This means forgeries of a driver's license, check, passport, etc. are all encompassed under RCW 9A.60.020.

A conviction of forgery is a Class C felony punishable by imprisonment of 60 days and a $10,000 fine. Prior convictions of any crime can push up the prison term to 18 months.

60. **Identity Theft** (RCW 9A.60.040; RCW 9A.60.045)

Identity theft is also known as "criminal impersonation." A person is guilty of 1st degree criminal impersonation if s/he:

- Assumes a false identity and acts in his or her assumed character with the intent to defraud or any other unlawful purpose;
- Pretends to be a representative of someone else or an organization and acts in that false capacity;

Similar to forgery, 1st degree criminal impersonation is a Class C felony punishable by up to one year imprisonment and a $10,000 fine.

False Certification (RCW 9A.60.050)

A person is guilty of false certification if s/he in his or her official capacity as an officer authorized to "proof or acknowledgment of an instrument which by law may be recorded," "knowingly certifies falsely that the execution of such instrument was acknowledged." This happens in the cases of notaries notarizing something, or those at the DMV office that issue driver's licenses.

Fictitious party is an unknown party to legal proceeding. A fictitious party is a party in whose name an action has been brought without any authority from him.

In the king's superior courts, it was punishable as a high contempt to bring an action in the name of a person who did not exist, or of one who was ignorant of the suit.

Blacks law: fictitious plaintiff: A person appearing in the writ, complaint, or record as the plaintiff in a suit, but who in reality does not exist, or who is ignorant of the

suit and of the use of his name in it. It is a contempt of court to sue in the name of a fictitious party

The law requires that any assignment of the mortgage be accompanied by a transfer of ownership of the underlying obligation.

In Re Jacobson 402 B.R. 359 (2009), United States Bankruptcy Court, W.D. Washington: Before the court is a motion for relief from the automatic stay of § 362(a)[1] to enforce a deed of trust on the Debtors' residence. As it was neither brought in the name of the real party in interest, nor by anyone with standing, the motion for relief from stay will be DENIED.

[t]he right to enforce a note on behalf of a noteholder does not convert the noteholder's agent into a real party in interest. "As a general rule, a person who is an attorney-in-fact or an agent solely for the purpose of bringing suit is viewed as a nominal rather than a real party in interest and will be required to litigate in the name of his principal rather than in his own name."

Hwang, 396 B.R. at 767, quoting 6A Wright, Miller & Kane, *Federal Practice and Procedure:* Civil 2d § 1553.

The real party in interest in relief from stay is whoever is entitled to enforce the obligation sought to be enforced. Even if a servicer or agent has authority to bring the motion on behalf of the holder, it is the holder, rather than the servicer, which must be the moving party, and so identified in the papers and in the electronic docketing done by the moving party's counsel.

UBS AG has submitted no evidence that it is authorized to act for whomever holds the note. That deficiency puts its standing in question, *See In re Parrish,* 326 B.R. 708, 720-21 (Bankr.N.D.Ohio 2005), and I have an independent duty to determine whether I have jurisdiction over matters that come before me. *FW/PBS, Inc. v. City of Dallas,* 493 U.S. 215, 231, 110 S. Ct. 596, 107 L. Ed. 2d 603 (1990). I must therefore determine whether UBS AG (or Movant) has standing to seek relief from stay.

1. Law: For a federal court to have jurisdiction, the litigant must have constitutional standing, which requires an injury fairly traceable to the defendant's allegedly unlawful conduct and likely to be redressed by the requested relief. *United Food & Commercial Workers Union Local 751 v. Brown Group, Inc.,* 517 U.S. 544, 551, 116 S. Ct. 1529, 134 L. Ed. 2d 758 (1996).

[T]he question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues. Standing doctrine embraces several judicially self-imposed limits on the exercise of federal jurisdiction, such as the general prohibition on a *367 litigant's raising another person's legal rights....

LAWYERS ARE NOT PERMITTED TO MAKE UP CLAIMS and file lawsuits or other processes to seek a remedy. They must be representing a client who is the owner of the claim. In foreclosure, this is not the case.

The failure of counsel to

(1) report that they do not represent the named claimant and that they have no information from any client or other source supporting the existence of a claim possessed by the named claimant, and

(2) actively violating the ethical rules by presenting the false implication that they represent the named claimant, is a clear violation of the most basic attribute of ethical disciplinary rules: **the goal of giving the court the best information available upon which it could base a reasonable decision.**

The ethics issue is whether [the lawyer] violated *Model Rule of Professional Conduct 3.3, Duty of Candor Toward the Tribunal*, :

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal. **A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.**

(b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

The **official Comment to Rule 3.3**

Offering Evidence

[5] Paragraph (a)(3) requires that the lawyer refuse to offer evidence that the lawyer knows to be false, regardless of the client's wishes. **This duty is premised on the lawyer's obligation as an officer of the court to prevent the trier of fact from being misled by false evidence.** A lawyer does not violate this Rule if the lawyer offers the evidence for the purpose of establishing its falsity.

6] If a lawyer knows that the client intends to testify falsely or wants the lawyer to introduce false evidence, **the lawyer should seek to persuade the client that the evidence should not be offered. If the persuasion is ineffective and the lawyer continues to represent the client, the lawyer must refuse to offer the false evidence. If only a portion of a witness's testimony will be false, the lawyer**

may call the witness to testify but may not elicit or otherwise permit the witness to present the testimony that the lawyer knows is false.

The point here is that lawyers representing foreclosure mills fail to make an important disclosure to the court that is absolutely required under the rules of court and the disciplinary rules: the truth about their representation.

The failure of counsel to (1) report that they do not represent the named claimant and that they have no information from any client or other source supporting the existence of a claim possessed by the named claimant, and (2) actively violate the ethical rules by presenting the false implication that they represent the named claimant, is **a clear violation of the most basic attribute of ethical disciplinary rules: the goal of giving the court the best information available upon which it could base a reasonable decision.**

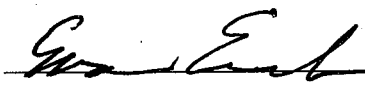
An expert affidavit has not been submitted by the appealee lawyers of details all this might be sufficient (ie., probable cause) to challenge Eva's standing.

- (a) a sworn affidavit from someone who is an officer or employee of the named claimant or

The lawyers are engaged in scams invoking remedies that were not legally, morally or ethically available and are a violation of egregious proportions of public policy and deception.

CONCLUSION

EVA HAS STANDING TO CHALLENGE AN UNENFORCABLE MORTGAGE. RCW 11.04.015

SIGNED Eva Erickson  , Dated 2/26/2023.

CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLAINCE RAP 18.17 14 POINT FONT, AND RAP 10.3(RAP 18.17(3) Reply briefs of appellants (RAP 10.4): CONTAINS exactly 5985 words.

Signed Eva Marie Erickson_____, dated Feb ~~28~~ 7, 2023.

EVA ERICKSONS DECLARATION

I, Eva Erickson, The undersigned here by declares as follows:

That at all time hereinafter mentioned, I was and am now a "SOVEREIGN" citizen of the United States and of the State of Washington, a resident of King County , my address is 5421 Pearl Ave S.E. Auburn, WA 98092, a resident of King County, in Washington State, over the age of eighteen(18) years, knowledgeable of the facts relating hereto and competent to be a witness herein. That your Declarant's statement is made based upon to the best of my personal knowledge, that to the best of my knowledge all the above statements and information in this brief are true and accurate. When the contracts are nullified and void at inception this does effect Eva Erickson whom owes nothing for void contracts to fictious parties. The assignment is not only void so is the DOT and the Note! Yvanova v. New Century Mortgage Corp., 365 P. 3d 845 - Cal: Supreme Court 2016;

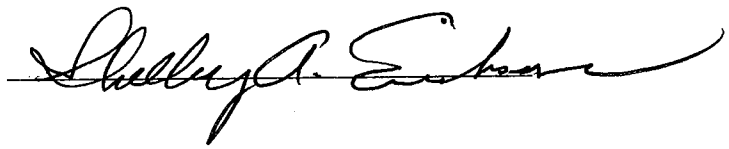
—**the** California Supreme Court held that "a borrower who has suffered a nonjudicial foreclosure does not lack standing to sue for wrongful foreclosure based on an allegedly void assignment merely because he or she was in default on **the loan** and was not a party to **the** challenged assignment."

—in wrongful foreclosure action, borrower has standing to challenge assignment of note and deed of trust as void.

In **Yvanova**, **the** California Supreme Court held that a borrower has standing to challenge an assignment of **the** deed of trust when **the** allegations, if true, would render **the** assignment "void, and not merely voidable at **the** behest of **the** parties to **the** assignment

Signed Eva Erickson _____, dated February 27, 2023.

CERTIFICATE OF SERVED

I certify that I mailed a copy of the above REPLY IN OPPOSITION TO the Appealee's Opening brief response, by TRACKED PROOF OF SERVED and by email TO THE BELOW LISTED PARTIES TO THE APPEALS COURT CLERK. Signed Shelley Erickson,  FEBRUARY 27,2023.

[NON PARTY] Email Justin.balser@troutman.com

Attorney Justin D. Balser; WSBA #56577

Counsel for Nationstar Mortgage LLC dba Mr. Cooper **c/of Troutman pepper**

5 Park Plaza, Suite 1400 ; Irvine, CA 92614

ROBERT MCDONNEL VIA USPS PRIORITY MAIL

MCCARTHY & HOLTHUS, LLP

108 First Ave. South, Suite 300

Seattle, Washington 98104

CASE NO. 57044-1

IN THE WASHINGTON COURT OF APPEALS FOR THE NINTH CIRCUIT
DIVISION II OF THE STATE OF WASHINGTON
Eva Marie Erickson's Respondent ProSe Persona Appealee/ Petitioner
V

JEFF STENMAN , AND QUALITY LOAN SERVICING CORP OF WASHINGTON, ET EL, [NON PARTY'S] NATIONSTAR MORTGAGE LLC DBA MR. COOPER & CATRINA WOOFORD APPEALANTS/Respondant's

---

APPEALEE EVA ERICKSON'S DECLARATION IN SUPPORT OF MY REPLY IN OPPOSITION TO APPEALANTS LACKING STANDINGT AND JURISDICTION MISREPRESENTING QLS AND NATIONSTAR MORTGAGE LLC dba Mr. Cooper " LAWYERS" AND MOTION TO STRIKE THE RESPONSE BRIEF OF APPEALANTS IN SUPPORT OF EVA'S OPENING BRIEF AND OF EVA'S APPEAL OF SUPERIOR COURT 21-2-08685-5

EVA MARIE ERICKSON PRO PRIA PERSONA PETITIONER
5421 PEARL AVE S.E. Auburn, WA 98092
Telephone 206-712-4566/email shelleystotalbodyworks@comcast.net

EVA ERICKSONS DECLARATION

I, Eva Erickson, The undersigned here by declares as follows:

That at all time hereinafter mentioned, I was and am now a "SOVEREIGN" citizen of the United States and of the State of Washington, a resident of King County , my address is 5421 Pearl Ave S.E. Auburn, WA 98092, a resident of King County, in Washington State, over the age of eighteen(18) years, knowledgeable of the facts relating hereto and competent to be a witness herein. That your Declarant's statement is made based upon to the best of my personal knowledge, that to the best of my knowledge all the above statements and information in this brief are true and accurate. When the DOT AND NOTE are both fraud in the contracts that are nullified and void at inception this does effect Eva Erickson whom owes NO alleged debt to fraudulent fictious parties for void nullified contracts THAT EFECT MY PROPERTY AND MY LAN D RECORDS. MY PROPERTY WS UNLAWFULLY SEIZED AND SOLD AT AUCTION WHEN I OWN IT VIA AN UNENFORCABLE MORTGAGE. I, Eva demands Robert McDonnell and Justin Balser that supposedly represent U.S. Bank produce corroborating evidence of the truth of the matter that is asserted or implied. That U.S. Bank is the owner of an unpaid loan account that is due from Eva and or Ryan Erickson. . The devil is in the details (I just read the tiny print on the back of the sale at auction that has

been over looked that states the default notice was given Feb 14, 2008. See clerks pages **CP1412-1416** where you find posted on the Notice of sale at auction is the **NOTICE OF DEFAULT was given to you by registered mail DATED 02/14/2008. The sale was past both the SOL period and past the SOL of a dead man! Upon two VOID contracts with fraud in the contracts, both the DOT and Note. For multiple reasons this mortgage is unenforceable. Besides the non party's to my mortgage filing false claims of bogus claimants.**

Countrywide trademarked the name (Reg. #1872784). However, they never incorporated *America's Wholesale Lender* as a corporation in New York. The now-defunct lender also failed to file DBA papers in Manhattan or any other county in New York. See CP1045.

An *America's Wholesale Lender* is incorporated in New York. However, it has no connection with Countrywide or Bank of America. A FAMILY WITH THE BELL NAME had filed it in 2008 but not affiliated with Countrywide nor BOA.

In addition, it also creates a huge liability to the people that MERS authorized to sign on their behalf.

MERS can only act as a nominee for its members. It can also only assign the mortgagee rights for its members. In Washington MERS cannot assign toilet paper to any other party,. Because they never hold the Note. MERS literally severs the Note from the DOT. "Bains v Metropolitan Mortgage."

Furthermore, MERS had to know *America's Wholesale Lender* was NOT, and NEVER was a MERS member. MERS and its signatories should have known that *America's Wholesale Lender* was NOT and NEVER was a New York corporation.

MERS and people who have signed as MERS executives could find themselves facing fraud lawsuits.

As a result, MBS Trusts and Bank of America were left holding unenforceable mortgages.

Bank of America and Countrywide sued the Bells WHO HAD AMERICA'S WHOLESALE LENDER REGISTERED IN THEIR NAME, NOT AFFILIATED WITH BOA, for infringement on their fictious entity name ON **FEB 13, 2012** BEFORE BOA WAS ABLE TO MAKE AMERICA'S WHOLESALE LENDER A LEGAL ENTITY UNDER BOA. (ON PUBLIC RECORD THEREFORE JUDICIAL NOTICE REQUESTED) CASE NO.8:12-CV-00242-CJC-AN DOC 1 FILED ON

2/13/12. U.S. DISTRICT COURT CENTRAL DIST. OF CALIFORNIA, WESTERN DIV. **Seven years after this unenforceable mortgage transaction in Oct, 26, 2005.**

With or without a will this rule apples: RCW 11.04.015

Descent and distribution of real and personal estate.

The net estate of a person dying intestate, or that portion thereof with respect to which the person shall have died intestate, shall descend subject to the provisions of RCW 11.04.250 and 11.02.070, and shall be distributed as follows:

(1) Share of surviving spouse or state registered domestic partner. The surviving spouse or state registered domestic partner shall receive the following share:

(a) All of the decedent's share of the net community estate; and

(b) One-half of the net separate estate if the intestate is survived by issue; or

(c) Three-quarters of the net separate estate if there is no surviving issue, but the intestate is survived by one or more of his or her parents, or by one or more of the issue of one or more of his or her parents; or

(d) All of the net separate estate, if there is no surviving issue nor parent nor issue of parent.

(2) Shares of others than surviving spouse or state registered domestic partner. The share of the net estate not distributable to the surviving spouse or state registered domestic partner, or the entire net estate if there is no surviving spouse or state registered domestic partner, shall descend and be distributed as follows:

(a) To the issue of the intestate; if they are all in the same degree of kinship to the intestate, they shall take equally, or if of unequal degree, then those of more remote degree shall take by representation.

(b) If the intestate not be survived by issue, then to the parent or parents who survive the intestate.

(c) If the intestate not be survived by issue or by either parent, then to those issue of the parent or parents who survive the intestate; if they are all in the same degree of kinship to the intestate, they shall take equally, or, if of unequal degree, then those of more remote degree shall take by representation.

(d) If the intestate not be survived by issue or by either parent, or by any issue of the parent or parents who survive the intestate, then to the grandparent or grandparents who survive the intestate; if both maternal and paternal grandparents survive the intestate, the maternal grandparent or grandparents shall take one-half and the paternal grandparent or grandparents shall take one-half.

(e) If the intestate not be survived by issue or by either parent, or by any issue of the parent or parents or by any grandparent or grandparents, then to those issue of any grandparent or grandparents who survive the intestate; taken as a group, the issue of the maternal grandparent or grandparents shall share equally with the issue of the paternal grandparent or grandparents, also taken as a group; within each such group, all members share equally if they are all in the same degree of kinship to the intestate, or, if some be of unequal degree, then those of more remote degree shall take by representation.

Signed Eva Erickson _____, dated February 27, 2023.

EXHIBIT ONE: CP 942 : When the contracts are nullified and void at inception this does effect Eva Erickson whom owes nothing for void contracts to fictious parties. Yvanova v. New Century Mortgage Corp., 365 P. 3d 845 - Cal: Supreme Court 2016;

—**the** California Supreme Court held that "a borrower who has suffered a nonjudicial foreclosure does not lack standing to sue for wrongful foreclosure based on an allegedly void assignment merely because he or she was in default on **the loan** and was not a party to **the** challenged assignment."
—in wrongful foreclosure action, borrower has standing to challenge assignment of note and deed of trust as void

In **Yvanova**, **the** California Supreme Court held that a borrower has standing to challenge an assignment of **the** deed of trust when **the** allegations, if true, would render **the** assignment "void, and not merely voidable at **the** behest of **the** parties to **the** assignment
- i

EXHIBIT TWO: CP 932- Rickie Walker v U.S. Bank N.A BK Eastern California. "MERS & City Bank are not the real parites of interest. " and "Transfer in the DOT alone is Void."

EXHIBIT THREE: CP 907- Walker v QLS:

EXHIBIT FOUR: CP 882 - State of Wash v QLS.

EXHIBIT FIVE: CP 824- US BANK NA V BRESLER " MERS has no right to assign a mortgage to anyone. "

EXHIBIT SIX: CP 825- WA AG V RECONTRUST" MERS is never the party to whom the obligation is owed.

EXHIBIT SEVEN:CP788- AFFIDAVIT OF TRUTH

EXHIBIT EIGHT: CP 553 -558 Letter and brochure to Erickson's from US Bank N.A. Trustees and Mr. Cooper in conflict of each other. And whom are parties to the PSA.

[HISTORY OF CASES AGAINST QLS AND NATIONSTAR DBA MR. COOPER AND SPECIAL LOAN SERVICING AND RECONTRUST ALL THE NON-JUDICIAL TRUSTEES IN WASHINGTON GUILTY OF UNLAWFULLY FORECLOSING ON HOMEOWNERS.]

EXHIBIT NINE: CP 78, CP211, CP 479& CP760- Jeff Stenman testimony admitting he has no personal knowledge and finds his information from the LPS DOCX company that's CEO was arrested and indicted and put in prison for selling fabricated false collateral files.

EXHIBIT TEN: CP821 & CP573- LPS DOCX SUED FOR UNLAWFULLY CAUSIING THE WRONGFUL FORECLOSURES WITH FABRICATED DOCUMENTS THEY PRODUCED IN THEIR DOCX LPS SYSTEM.

EXHIBIT ELEVEN: CP849 CFPB V SPECIALIZED LOAN SERVICING LLC.FOR WRONGFUL FORECLOSURES.

EXHIBIT TWELVE: CP838- WA AG V RECONTRUST FOR OVER A DECADE OF WRONGFUL FORECLOSURES.

EXHIBIT THIRTEEN: CP671-QLS NOTICE OF TRANSFER OF MORTGAGE TO MERS.

EXHIBIT FOURTEEN: CP732- Consent Order of CPFB with Mr. Cooper FOR WRONGFUL FORECLOSURES.

EXHIBIT FIFTEEN: CP 746- QLS NOTICE OF SALE DISREGARDING EVAS NOTICE TO RESCHIND THE NOTICE OF SALE AND THE FRAUDULENT DOCUMENTS FILED ON COUNTY RECORD.

EXHIBIT SIXTEEN: CP 752 EVA'S RESPA NOTICE TO QLS to RESCIND.

EXHIBIT SEVENTEEN: CP 749 CPFB SETTMENT WITH SPECIALIZED LOAN SERVICING LLC FOR WRONGFULL FORECLOSURES.

EXHIBIT EIGHTEEN: CP 659- State of Washington v Quality Loan Servicing Corp of WA. For wrongfully foreclosing on homeowners.

EXHIBIT NINETEEN: CP92- LEGAL ACTION TAKEN BY THE WA AG V QUALITY LOAN SERVICING CORP OF WA. FOR UNLAWFORE FORECLOSURES.

EXHIBIT TWENTY: CP 174-226; MULTIPLE WRONGFUL NOTICES OF SALE AT AUCTION AND ASSIGNMENTS FILED IN FAVOR OF MERS ON RYAN AND EVA ERICKSONS LAND RECORDS.

EXHIBIT TWENTYONE:CP 95-99 EVAS CAUSE OF ACTIONS

EXHIBIT TWENTYTWO: CP 407- CPFB V NATIONSTAR MORTGAGE LLC DBA MR. COOPER FOR WRONGFUL FORECLOSURES.

EXHIBIT TWENTY THREE: CP 300- FIFTY AG COMPLAINT AGAINST ALL THE BIG BANKS FOR WRONGFUL FORECLOSURES AND BREACH OF MODIFICATIONS.

EXHIBIT TWENTY FOUR: CP798-810- Copy of the Void nullified DOT in the name of bogus nominee MERS.

EXHIBIT TWENTY FIVE: CP 810-814-Copy of the Void nullified Note in a fictious non existing company name America's Wholesale Lender.

EXHIBIT TWENTY SIX: CP816- ON-LINE COPY OF MCCARTHY AND HOLTHUS BRAGGING THEY PRIDE THEMSELVES IN KNOWING THE JUDGES AND THEY LITIGATE FOR THE BANKS AND TAKE CARE OF THEIR BORROWERS. MCCARTHY AND HOLTHUS OWN QLS EVIDENCE.,

EXHIBIT TWENTY SEVEN: CP828-836 & CP 9-12 & CP 54-55-Wall Street and the Financial Crisis report evidencing the financial crisis was bank cause and not of natural disaster nor the home-owners fault that directly caused the homeowners harm and injury.

EXHIBIT TWENTY EIGHT:CP13-23 RYAN ERICKSON'S MODIFICATION PAYMENTS OF TWICE THE AMMOUNT IN GOOD FAITH OF THE REGULAR PAYMENTS TO PUT HIM IN GOOD FAITH WITH THE BANK. THEN THE SERVICIER BREACHED THE MOD AND FORECLOSED AND REFUSED THE LAST PAYMENT.

EXHIBIT TWENTY NINE: CP71-Bradburn v Bank of America with same assignment of G. Hernandez as MERS ceo that is on Ryan and Eva's land records.

EXHBIT THIRTY: CP 249- Wells Fargo letter clearly stating there in no lender after securitization.

EXHIBIT THIRTY ONE: CP 251-Cashmere Valley Bank v Washington Dept of Revenue. "Borrowers are not obligated to pay the certificate holders.

EXHIBIT THIRTY TWO: CP 59-63 &CP 241-245& CP 246 NOW CONCEALED MBA LETTER EVIDENCE -MBA letter the certificate holders suffer no loss. [THE SERVICERS NOW THERE IS NO LOSS OR INJURY TO THE CERTIFICATE HOLDERS.]

EXHIBIT THIRTY THREE: CP 228-239-Milbank letter the certificate holders suffer no loss.

EXHIBIT THIRTY FOUR: CP 273-290 EVIDENCE OF DISHONEST NON JUDICIAL TRUSTEES WHO HAVE WRONGFULLY FORECLOSED FOR OVER THIRTY YEARS.

EXHIBIT THIRTY FIVE: CP 371-378& CP532-Lyons v us. Bank

EXHIBIT THIRTY SIX: CP381-405- Klem v QLS

EXHIBIT THRITY SEVEN: CP 90 & CP500 CITED -Bains v Metropolitan Mortgage.

EXHIBIT THIRTY EIGHT: CP100-Wendover Fin Serv v Ridgeway "suit against a dead man is a nullity."

EXHIBIT THIRTY NINE: CP450 WA AG Amicus for Bains v Metropolitan Mortgage.

EXHIBIT FORTY: CP780-RCW40.16.030.

EXHIBIT FORTY ONE: CP452-Koppler v Bugge.

EXHIBIT FORTY TWO: CP 896 HAMP WAS MEANT TO HELP HOMEOWNERS AND MODIFICATIONS WERE TO BE HONORED.

EXHIBIT FORTY THREE: CP924 testimony at the Washington Senate meeting in Olympia that there are no notes to sell a home, [therefore there are no notes to seize a home.] testifying the Beneficiary declaration was only to sell homes and not to steal them in foreclosures.

EXHIBIT FORTY FOUR: CP1412-1416 posted on the Notice of sale at auction is the **NOTICE OF DEFAULT was by registered mail DATED 02/14/2008. The sale was past both the SOL period and past the SOL of a deadman!**

EXHIBIT FORTY FIVE: CP1408; ASSIGNMENT OF DOT FROM A BOGUS FICTIOUS NON EXISTING ORIGINATOR AMERICA'S WHOLE SALE LENDER TO BOA DATED 2011 OF A MORTGAGE DATED 10/26/05.by a MERS employee.

EXHIBIT FORTY SIX: CP 1325-26; NOTICE TO CREDITORS DURING PROBATE

EXHIBIT FORTY SEVEN: CP 1327; AFFIDAVIT OF PUBLICATION TO CREDITORS.

EXHIBIT FORTY EIGHT: CP CFPB1329-1340; WINS SECURITIZATION CASE THAT ALLOWS HEIRS TO STEP INTO THE SHOES OF THE DECEASED PERSON.

EXHIBIT FORTY NINE: CP1304; QLS GRANTED LADDER PROPERTIES A TRUSTEES DEED UPON SALE ON 12/22/21 .

EXHIBIT FIFTY: CP1316; RYANS DEATH CERTIFICATE.

EXHIBIT FIFTY ONE: CP1323 PROBATE CLOSED 9/28/18 DUE TO NO ACTIVITY. (4 YEARS AFTER HIS DEATH).

EXHIBIT FIFTY TWO: CP1285; EVA EMAILED QLS A DEMAND TO RETURN THE ALLEGED NOTE STAMPED PAID IN FULL OR SATISFIED.

EXHIBIT FIFTY THREE: CP1287; EVA'S NOTICE TO QLS AND NATIONSTAR MORTGAGE OF A DEBT DISPUTE AND TO RESCIND THE FRAUDULENT DOCUMENTS FILED ON COUNTY RECORD.

EXHIBIT FIFTY FOUR: CP 1293-1296; EMAIL TO QLS OF THE LAWSUIT SHE HAD JUST FILED THIS APPEAL IS ABOUT.

EXHIBIT FIFTY FIVE: CP1283 12/17/21 QLS NOTICE BY EMAIL TO EVA THAT MY PROPERTY WAS SOLD AT AUCTION FOR $423.000.00.

EXHIBIT FIFTY SIX: CP1275; DEED OF TRUST FILED SLANDERING EVAS PROPERTY, DATED 1/3/22.

EXHIBIT FIFTY SEVEN: CP1271; NOTICE OF SHERIFF SALE AT AUCTION IN FAVOR OF MERS AS NOMINEE FOR AMERICAS WHOLESALE LENDDER FILED IN COUNTY RECORD.

EXHIBIT FIFTY EIGHT: CP1062-1063; OCC HANDBOOK STATING PARTY'S TO THE PSA.

EXHIBIT FIFTY NINE: CP1075; DESPERATE EMAILS FROM EVA TO QLS.

EXHIBIT SIXTY: CP1077-1081; NOTICE BY EMAIL TO QLS AND NATIONSTAR TO RETURN THE NOTE BE RETURNED TO ME STAMPED PAID IN FULL AND OR SATISFIED.

EXHIBIT SIXTY ONE: CP 1658-1660; NOTICE OF SURPLUS FUNDS FROM THE WRONGFUL SALE OF EVAS PROPERTY AT AUCTION.

EXHIBIT SIXTY TWO: CP 1044; WASH SEC CERTIFIED LETTER THAT GSAA HOME EQUITY TRUST 2006-1 IS NOT REGISTERED WITH THE SEC OF WA.

EXHIBIT SIXTY THREE: CP1045; CERTIFIED LETTER FROM SEC OF NEW YORK STATING AMERICA'S WHOLESALE LENDER WAS NOT REGISTERED IN NEW YORK.

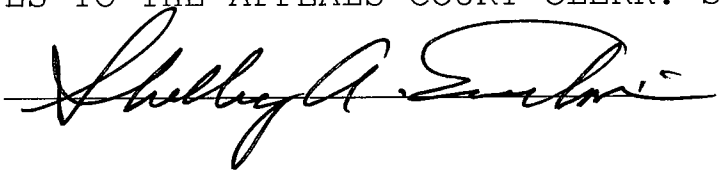
EXHIBIT SIXTY FOUR: CP1046; CERTIFIED LETTER FROM SEC OF WASHINGTON STATING MORTGAGE ELECTRONIC REGISTRATION SYSTEM WAS REGISTERED IN 2009 AND DISSOLVED IN 2009.

EXHIBIT SIXTY FIVE: CP1047; WASH SEC OF STATE CERTIFIED LETTER STATING AMERICA'S WHOLESALE LENDER WAS NEVER REGISTERED TO BE DOING BUSINESS IN WASHINGTON.

CERTIFICATE OF COMPLIANCE WITH RULE 18.17 THERE ARE 1272 words AND 14 FONT.

SIGNED EVA ERICKSON  ~~DATED~~ FEB ~~27~~, 2023.

CERTIFICATE OF SERVED

I certify that I mailed a copy of the above EVA ERICKSON DECLARATION IN SUPPORT OF MY PREPLY IN OPPOSITION OF the Appealants response to Eva's Opening brief , by TRACKED PROOF OF SERVED and by email TO THE BELOW LISTED PARTIES TO THE APPEALS COURT CLERK. Signed Shelley Erickson,  FEBRUARY 27, 2023.

[NON PARTY] Email Justin.balser@troutman.com

Attorney Justin D. Balser; WSBA #56577

Counsel for Nationstar Mortgage LLC dba Mr. Cooper

c/of Troutman pepper

5 Park Plaza, Suite 1400

Irvine, CA 92614

troutman.com CFS Law Monitor

[NON PARTY] Attorney Robert McDonald WSBA # 43842

Quality Loan Servicing Corp. of Washington General Counsel

108 1St Ave So Suite #202

Seattle WA 98104